

AGREEMENT

BETWEEN

COMMUNICATIONS WORKERS OF AMERICA, AFL CIO  
AND LOCAL 1036

AND

DELRAN SEWERAGE AUTHORITY

JANUARY 1, 2009 TO DECEMBER 31, 2011

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## ARTICLE I - PREAMBLE

The Agreement entered into by the Delran Sewerage Authority of the Township of Delran hereinafter referred to as the "Employer" or "Authority" and the employees of the Delran Sewerage Authority, Communications Workers of America, AFL-CIO hereinafter referred to as the "Union" has its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rate of pay, hours of work, and other conditions of employment for the employees represented by the Union.

## ARTICLE II - RECOGNITION

The Employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all its employees in the established bargaining unit. This unit includes all full-time and part-time non supervisory operators employed by the Delran Sewerage Authority, excluded are all managerial executives, confidential employees, professional employees, supervisory employees within the meaning of the Act, craft employees and all other employees employed by the Delran Sewerage Authority. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees as established under Laws of 1968, Chapter 303.

### ARTICLE III - HOURS OF WORK

The normal work day for the Authority Employees shall consist of eight (8) hours per day. There will be a one-half (1/2) hour paid lunch break each day.

The normal work week will be forty (40) hours per week Wednesday to Tuesday. Scheduled work on Wednesday, Thursday, Friday, Monday and Tuesday will be from 7:00 a.m. to 3:00 p.m. Scheduled work on Saturday and Sunday will be four (4) hours time to be scheduled with management by Thursday prior the shift. Default schedule shall be 8 am to 12 noon on weekends and holidays.

The work week for each employee will be scheduled in accordance with operational requirements as determined by the Authority. Employees who are scheduled to work on Saturday and Sunday will have the choice of a day off on Friday or Monday, unless the employee and the Authority mutually agree to schedule an alternative day; or, in the event of operational emergency, the Authority requires the employee to work the original scheduled day off at the appropriate overtime rate.

Breaks: Employees shall receive two (2) paid fifteen (15) minute breaks, one in the AM shift and one in the PM shift, however in case of an emergency breaks will not be permitted. Breaks can not be combined with lunch or the start or end of the work shift. Missed breaks shall not be paid for.

#### ARTICLE IV - SALARIES

The Employees will receive the following wage increases during the contract term and as outlined below:

January 1, 2009	3.50%
January 1, 2010	3.50%
January 1, 2011	3.50%

On January 1, 2009 Thomas Mackafee, Jesse Eastburn and Joseph Seher shall have their hourly rate increased to sixteen (\$16.00) dollars per hour instead of the 3.5% increase listed above for 2009, and shall receive all retro monies due them beginning from 1/1/09 to 12/31/09.

Beginning on 1/1/10 and continuing through 12/31/11, Thomas Mackafee, Jesse Eastburn and Joseph Seher shall receive the 3.5% increases listed above. All other employees shall receive the 3.5% increase for 2009 retro to January 1, 2009 and continuing through the contract to December 31, 2011. 1656

The increases are effective on January 1 of each year except as outlined below.

No Operator/Trainee shall be hired below the minimum hourly rate of \$15.50 (fifteen fifty).

New hires shall be hired at \$15.50 per hour and remain at that hourly rate for ninety (90) days at which time they shall move to \$16.00 (sixteen dollars per hour) in the year that they were hired, or after they have completed the ninety (90) day period. They shall not receive the 3.50% increase until the following January 1 of the prospective contract year.

Example 1- employee is hired February 2010 at \$15.50 per hour, in May of 2010 employee completes the ninety (90) day work period and moves to \$16.00 per hour, said employee will receive the 3.50% increase on January 1 of 2011.

Example 2 - employee is hired November 2009 at \$15.50 per hour, in February of 2010 employee completes the ninety (90) day work period and moves to \$16.00 per hour, said employee will receive the 3.50% increase on January 1, of 2011.

## ARTICLE V - OVERTIME

A. Overtime compensation at the rate of time and one half (1-1/2) shall be paid by the Employer to all employees who work in excess of forty (40) hours a week. Holidays worked will be paid at double the Employee's regular rate of pay, subject to the Holiday work schedule being limited to four (4) hours on each Holiday. Overtime compensation must be authorized by the Executive Director of Operations or his designee as it becomes necessary to meet operational requirements.

B. For purposes of overtime compensation, only paid time worked, Holiday, Vacation time, Sick Time and Personal time, shall be counted towards the forty (40) hour threshold required for overtime.

## ARTICLE VI - ON CALL

All employees who are "on call" are entitled to receive Twenty-one Dollars (\$21.00) per day for each day the employee has the beeper and ~~is~~ "on call". In the event an employee is "On call" and is to come to work, but fails to respond within a one (1) hour period, that employee will not be compensated for the "on call" but will be paid the appropriate overtime rate for the time actually worked. Payment for "on call" days shall be made to the employee in a lump sum in the first pay period in December for the period January through November and payment in the first pay period in January for the month of December.

If you give up the "On Call" phone for any reason you will forfeit any call in opportunity for the period the phone was given up. The minimal period will be from the end of the normal weekday work shift to the beginning of the next normal weekday work shift.

## ARTICLE VII - CALL IN

When an employee is called to work outside his normal working hours he shall receive a minimum of four (4) hours pay at the appropriate overtime rate, or the overtime hours actually worked whichever is greater. The exception to this is if an employee who is called into work within two (2) hours prior to his regularly scheduled reporting time he shall be paid at the overtime rate for time actually worked prior to his regular reporting time, provided the employee works his regular hours. Holiday's are paid at double time.

All time worked shall be calculated from the time of arrival at the employee's place of work until the time of departure from the employee's place of work.

In the event that an employee is called back to work more than once in the same four (4) hour period, his compensation will only be the four (4) hour guarantee at the overtime rate unless his work requires him to actually work more than four (4) hours, whereby he will be compensated for the actual time worked at the overtime rate.

## ARTICLE VIII - GRIEVANCE PROCEDURE

### A. Definition "Grievance" is:

1) A claimed breach, violation, misinterpretation or improper application of the terms of this Agreement, including disciplinary action.

B. Any grievance or dispute which arises between an employee and the Employer shall be processed and settled in strict accordance with the time limits set out herein. It is understood that all of the time limits, unless other wise expressed, refer to calendar days.

### C. Procedures:

Within ten (10) days of the date of the grievance or the date in which the grievant should reasonably have known of its occurrence, an employee with a potential grievance may orally present and discuss his complaint with his immediate Supervisor or Executive Director on an informal basis prior to filing a formal Step 1 grievance, whenever time permits. A Union Steward may be present at such discussions.

### STEP 1:

A grievance must be filed initially within fifteen (15) calendar days from the date on which the act which is the subject of the grievance occurred, or fifteen (15) calendar days from the date on which the grievant should reasonably have known of its occurrence. The grievant shall prepare his grievance in type on forms approved by each party and submit same to the appropriate party who issued the discipline or caused the violation who then shall be required to schedule, hear and determine the grievance within fifteen (15) calendar days after receiving it.

If the Executive Director is the appropriate party hearing the grievance then the grievance will automatically move to Step II. Such grievance shall include date of the alleged grievable occurrence, nature of the grievance, pertinent contractual articles allegedly violated and the remedy sought. Failure to submit the required information is grounds for a denial of the grievance. The decision of the appropriate party shall be made in type, and in triplicate and copies thereof, together with copies of the grievance,

shall be served upon the grievant, the Union Representative, and the Director within said fifteen (15) calendar day period.

**STEP 2:**

Upon receipt of an adverse determination by the appropriate party, the grievant or Union Representative shall have a period of ten (10) calendar days to appeal such determination to the Executive Director who shall schedule, hear and determine the grievance within fifteen (15) calendar days after receiving it. The Executive Director shall hear the grievance de novo and issue a decision in type and in triplicate and copies thereof, together with copies of the grievance and previous decision, shall be served upon the grievant, Union Representative and the Delran Sewerage Authority Board within said fifteen (15) calendar day period.

**STEP 3:**

Upon receipt of an adverse determination by the Executive Director at Step 2 then the grievant or Union Representative shall have a period of fifteen (15) calendar days to appeal such determination to the Delran Sewerage Board or designee, who shall schedule, hear and determine the grievance within twenty (20) calendar days after receiving it. The Delran Sewerage Authority Board or designee shall issue a decision in type and in triplicate and copies thereof, together with copies of the grievance and previous decisions which shall be served upon the grievant and Union Representative within said twenty (20) calendar day period.

**STEP 4:**

Upon receipt of an adverse determination by the Board or designee, the Union shall have thirty (30) calendar days to appeal such determination to arbitration pursuant to the rules of the Public Employee Relations Commission. The cost of the Arbitrator shall be borne by the Delran Sewerage Authority and Union equally. Any other cost shall be borne by the party incurring it.

**D. GENERAL RULES:**

- 1) A failure to schedule, hear and determine the grievance at any step by the person designated to do so shall cause the matter to proceed immediately to the next step. Said grievance shall be deemed pending in the next step and the applicable time limits shall begin to run upon the receipt of a formal written appeal by the Union to the next step.
- 2) Under no circumstances shall the Employer have the right to appeal a grievance adjudicated favorably to the employee, except when a determination is issued by PERC.
- 3) At all steps in the grievance procedure, the grievant shall have the right to be represented by the Union and only the Union.
- 4) If the grievant alleges acts by or against the person designated to schedule, hear and decide grievances, the employee shall have the option to file the grievance with the next highest step in the grievance procedure for resolution.
- 5) A group or class grievance may be filed by a member of the affected group or class, or by a representative of the Union, however, any such grievance shall clearly delineate the group or class involved; and shall list the names and titles of the individual employees involved.
- 6) Extensions of time limits may be obtained only by the written consent of the grievant or representative and person designated to hear and determine the grievance.
- 7) If a grievant accepts a resolution that is not in conflict with this Agreement it shall be final and binding upon the parties.

#### E. DISCIPLINE:

1) Discipline shall be progressive in nature and corrective in intent and the progressive nature of the instances shall be started over if there are no reoccurrences within one (1) year of the original instance with the exception of the following actions which will result in immediate suspension with a recommendation of discharge:

(a) drunkenness, drinking during working hours (including lunch time), or being under the influence of alcohol or controlled substances during working hours (including lunch time) or possession of alcohol or controlled substances during working hours (including lunch time), theft or theft by deception, or unauthorized use of Authority assets;

(b) physical assault on an Authority employee, Council member or an Authority representative;

(c) being involved with a strike, a walkout that does not concern an immediate threat to the health and safety of the employee or sympathy strike;

(d) possession of firearms or explosive devices during working hours (including lunch time on Authority property and in Authority vehicles);

(e) a direct refusal to obey instructions from a Supervisor, provided, that the refusal would have an adverse effect on the Authority operation;

(f) Willful destruction of Authority property, equipment, vehicles.

2) In those instances where disciplinary action is taken by the Employer in accordance with E, 1), (a) - (f), the affected Employee will have the right to an Authority hearing to consider the recommendation of discharge. The hearing will be held within five (5) working days of the suspension action, unless the parties mutually agree to extend the time limit. If the recommendation of discharge is upheld, the Union may appeal the discharge

action directly to arbitration within thirty (30) calendar days of receipt of the written hearing decision. In the event the Authority decides to deny the discharge recommendation, it has the option of sustaining a lesser degree of discipline it deems appropriate under the circumstances. The employee is to be made whole for the difference, if any, between the discipline upheld as a result of the hearing and time lost because of the immediate suspension with the recommendation of discharge action. If a lesser degree of discipline is issued, the Union may exercise the same appeal procedure set forth above. If no appeal is made by the Union within the thirty (30) calendar day period, the discharge or lesser discipline, as the case may be, will be final.

(a) The hearing procedure will be as follows:

The Authority will designate a Board member or members to administrate the hearing. The hearing shall be at a time and place designated by the Authority and only the discharged employee, his Union Representative (if so desired, not to exceed two), the Authority supervisor who took the discharge action and any witnesses directly involved with the incident from which the discipline arose shall be present. Neither party will be permitted to have an attorney present. The Authority has the option, in its sole discretion, to record or transcribe the testimony at the hearing. It also has the option, in its sole discretion, to decide not to record or transcribe the testimony. If the Authority chooses to record or transcribe the testimony, the union will be provided with an unedited copy, and it agrees to bear any costs associated therewith. The hearing testimony or the results of same will not be precedent setting but may be introduced at the subsequent arbitration (if applicable) on this matter. The Board member(s) designated to administer the hearing

may take evidence in any order or amount deemed necessary to aid in a decision on the matter. The decision will not be arbitrary or capricious.

3) In the event of a reasonable suspicion that an employee is under the influence of alcohol or controlled substances, or otherwise in violation of Section E. 1)(a), the Authority may require that the employee submit to an alcohol or drug test immediately. The employee will be placed on suspension without pay until the results of the test is received and reviewed. A positive test may result in a discharge. A negative test result will require the Authority to reinstate the employee with full back pay and benefits. If the violation of Section E. 1)(a) involves possession of alcohol or controlled substances, the result of the alcohol or drug test, if one is required, will not preclude an ultimate discharge decision or mandate reinstatement of the employee. If an employee refuses to submit to a reasonable suspicion alcohol or drug test, it will be considered conclusive evidence of a positive test and result in a recommendation of discharge.

(a) Testing can only be ordered by the Executive Director of Operations or any Supervisor that has been trained in observing the signs of suspected drug and alcohol use. No employee will be subjected to testing unless the Authority has a reasonable suspicion, and a statement of the facts upon which the reasonable suspicion is based will be given to the Employee and the Union in writing, within twenty-four (24) hours of the testing.

(b) The Employee who has been ordered to submit to an alcohol or drug test shall have the right to select a witness to accompany the Employee to the testing site. The witness will not be permitted to accompany the Employee when a sample for the testing is obtained.

(c) All alcohol and drug testing shall comply with State and Federal Laws.

(d) In the event of a positive drug test, the Employee may request a second test to be performed on the original sample obtained. This testing may be performed at the same laboratory and the Employee will bear any costs associated with the second test. If the second test is ordered and a negative result is obtained, the Employee will be reinstated by the Authority with full back pay and benefits, except in those instances where a possession violation has occurred as set forth above.

(e) The original sample used for testing will be retained and preserved by the testing laboratory for a period of at least six (6) months. The testing laboratory and the facility which obtains the test sample from the Employee must both meet minimum governmental requirements and the laboratory must be an NIDA approved laboratory.

4) For the purposes of progressive discipline situations, the degree of discipline administered by the Employer in a particular case must be reasonably related to (a) the seriousness of the employee's proven offense and (b) the record of the employee and his service with the Employer.

5) Grievances of minor disciplinary actions (five (5) day suspensions or less) shall be filed directly at Step 2.

## ARTICLE IX - UNION RIGHTS

A. Employees shall have the right for a Union representative to be present, if the employee so requests, during any meeting at which an employee is being questioned on a matter which may lead to discipline. Further, the Employer must notify the employee of this right prior to the meeting. The employee may waive his right to have a representative present but must do so in writing.

B. The Employer will provide the Union with an up-to-date seniority list by January 30<sup>th</sup> of each year.

C. The representative of the Union shall be permitted to transact Union business on the premises before or after normal working hours and during the lunch period, provided that this shall not interfere with or interrupt normal operations of the service.

D. The Authority agrees to provide each employee with a locker, drinking water, hot water, emergency shower, and sanitary eating facilities at the main plant.

E. Labor/Management meeting will be conducted on a quarterly basis with the Executive Director of Operations or his designee unless an occurrence requires a meeting in the time period between the quarterly meetings.

## ARTICLE X - MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- 1) To the executive management and administrative control of the Authority Government and its properties and facilities, and the activities of its employees;
- 2) To hire all employees and subject to the provision of law, to determine their qualifications and conditions of continued employment, or assignment and to promote and transfer employees;
- 3) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Authority, the adoption of policies, rules, regulations and practices and furthermore thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Authority of its rights, responsibilities and authority under any national, state, county or local laws or ordinances.

## ARTICLE XI - MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Delran Sewerage Authority is of paramount importance to the citizens of the Township of Delran, in the County of Burlington, State of New Jersey, and that there should be no interference caused by the Union or its members with such operation. The Union covenants and agrees that during the terms of this Agreement neither the Union nor any person acting on its behalf will cause, authorize or support any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of said employee's duties of employment), work stoppage, slowdown, walkout or other job action against the Authority or in sympathy with striking employees of the Township or other entities. The Union agrees that such action by the Union would constitute a breach of this Agreement.

B. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned or support by any action prohibited by this Agreement any such activity by any other employee or group of employees of the Authority and the Township or other entities, including sympathy strikes, and that the Union will publicly disavow such action and advise all members who participate in such activities to cease and desist from same immediately and to return to work.

C. Nothing contained in the Agreement shall be construed to limit or restrict the Authority in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

D. Nothing contained herein shall be construed as limiting or restricting any individual from the free exercise of his rights under the Constitution of the United States or the Constitution of New Jersey.

## ARTICLE XII - PERSONNEL FILES

Each employee may review the contents of his file upon request. A Union representative may accompany said employee while he reviews his file. The employee shall have the right to respond to any document in his personnel file within 30 working days of its receipt by the employee. Such response shall be directed to the appropriate party and shall be included in the employee's personnel file. The Employee shall be given a copy of any document in his personnel file without cost to the Employee.

The progressive nature of the instances shall be started over if there are no reoccurrences within one (1) year of the original instance.

The personnel files are located in the Administrative Directors office.

### ARTICLE XIII - HEALTH BENEFITS

Employees in the bargaining unit will continue to receive their choice of Health Care plans of the New Jersey State Health Benefits program at no cost to the employee. This also includes the existing prescription drug program and the dental coverages provided by the specific plan selected by the employee. The coverage extends to the employee and direct dependents only. New employees will become effective the first of the month following satisfactory completion of the ninety (90) day probationary period.

Each bargaining unit employee will receive an annual stipend for eyeglasses and/or eye exams as follows: \$200.00 (two hundred dollars) per person with a maximum of \$400.00 (four hundred dollars) per family (inclusive of the employee), which can be used for the employee's eye needs or for those of his family, payable upon receipt and approval by the employer of an original receipt evidencing payment for eyeglasses or an eye examination.

The Authority may, at any time, change insurance providers, so long as the new provider's benefits are equal to the current plan.

#### A. Disability Insurance Coverage:

The Authority will provide a disability plan for each employee to supplement the provisions for accumulated sick time set forth in this Agreement. The disability plan will provide for 52 weeks of payment at 66-2/3% of wages with no predetermined maximum amount. In the event a disability occurs as a result of an accident, there is no waiting period in order to claim disability benefits. In the event the disability occurs as a result of a sickness, the awaiting period would be seven (7) days. The Authority will require that the employee access and use his accumulated time off before being permitted to begin collecting the 52 week entitlement under the disability coverage.

#### B. Health Care Payment Upon Retirement - See Article XXIII Retirement and Pension

#### ARTICLE XIV - SENIORITY

A. Seniority is defined as continuous unbroken service with the Employer from the employee's date of hire.

B. Seniority shall prevail in the selection of vacation schedules.

C. Seniority shall prevail in the event of a layoff when the skill, ability, qualifications, attendance record and past discipline of two (2) or more employees are relatively equal. The most senior employee who is determined by the employer to not be relatively equal under the criteria set forth herein, and is subsequently laid off, shall have the right to file a grievance pursuant to the provisions of Article VIII of this Agreement.

D. Seniority and the employment relationship shall cease if any of the following occur.

- 1) The employee quits, resigns, or retires;
- 2) The employee is discharged for cause;
- 3) The employee is laid off for a period of one year;
- 4) The employee is absent from work for five (5) consecutive working days without prior and proper notification to the Employer, unless the employee presents an excuse acceptable to the Employer in its sole discretion, provided that this provision shall not be construed as authorizing absence for any period; or
- 5) The employee, when recalled from layoff, fails to inform the Employer of his intent to return to work within seven (7) calendar days after date on which the notice of recall is mailed by certified mail to the employee's last address in the Employer's records, or he fails to report to work when scheduled to report by the Employer.

## ARTICLE XV - LAYOFF

A. No full-time employee shall be laid off until all part-time and temporary employees have been terminated or laid off. All temporary employees shall be laid off before any part-time employee. The Authority will provide a fifteen (15) working day notice of layoff or fifteen (15) working days' pay in lieu of notice to each full-time and part-time employee to be laid off. The fifteen (15) working day notice or pay in lieu of notice, in the case of part-time employees, shall be calculated according to hours worked. For example, a part-time employee who works three (3) eight (8) hour days per work week will get three (3) calendar weeks notice but only nine (9) eight (8) hour days of pay in lieu of notice. For the purposes of this section, a full-time employee is one who works forty (40) or more hours in a single work week as defined in Article III herein. A part-time employee is one who works less than forty (40) hours in a single work week as defined in Article III herein. A temporary employee is one who works, regardless of hours per week, not more than sixty (60) working days in any calendar year.

## ARTICLE XVI - WORKER'S COMPENSATION/SAFETY AND HEALTH

A. The Employer shall at all times maintain safe and healthful working conditions.

The Employer and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is agreed that verbal and/or physical harassment of an employee is inappropriate.

B. The parties agree that they will set up an advisory Health and Safety Committee composed of one (1) member appointed by the Union and one (1) member appointed by the Employer. The Committee will meet at the discretion of its members and will forward any advisory reports in writing to the Sewerage Authority Council.

C. When an employee is injured while performing his employment duties, he shall immediately notify the Executive Director of Operations or his designee so that a report may be prepared.

The employee and the Executive Director of Operations or his designee are also required to prepare an accident report.

### WORKER'S COMPENSATION:

When an employee is injured on duty he is to receive Worker's Compensation due him plus the difference between the amount received as compensation to him and his salary during the period of temporary disability only if covered by the Statutes of the State of New Jersey covering Worker's Compensation.

## ARTICLE XVII - UNION DUES

A. The Employer agrees to collect monthly union dues by deducting weekly an amount equal to 1.154% from the base pay of each employee who has furnished a written authorization for such deduction in a form acceptable to the Employer. Dues shall be per month or such amount as may be certified by the CWA to the Employer at least thirty (30) days prior to the month in which the deduction of Union Dues is to be made.

Deduction of Union Dues made pursuant hereto shall be remitted by the Employer to the CWA, c/o Treasurer, Communications Workers of America, AFL-CIO, 1 Lower Ferry Road, West Trenton, New Jersey, 08628 by the tenth (10<sup>th</sup>) calendar day of the following month after such deductions are made, together with a list of employees from whose pay such deductions were made.

B. The CWA agrees to indemnify and hold the Authority harmless against any and all claims, suits, orders or judgments brought or issued against the Sewerage Authority with regard to the dues check-off. The Authority shall not be liable to the Union for any retroactive or past deduction of Union Dues for an employee identified by the Authority as excluded or confidential or in good faith was mistakenly or inadvertently omitted from the deduction of Union Dues.

1) Dues deductions may only be stopped if the employees so request. Any such request must be in writing and submitted to the Sewerage Authority prior to December 15<sup>th</sup> of any given year. Dues shall be halted beginning with the first pay period of each calendar year.

2) The Sewerage Authority will immediately supply the Union a copy of any request to halt dues.

3) If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Sewerage Authority written notice prior to the effective date of such change, and shall furnish the Sewerage Authority a certified copy of the resolution, indicating dues changing and the effective date of such changes.

## ARTICLE XVIII - AGENCY SHOP

### A. Purpose of Fee:

Beginning thirty (30) days after Agreement on this contract, all eligible non-member employees in this unit will be required to pay the majority representative a representative fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

### B. Amount of Fees:

Prior to the beginning of each contract year, the Union will notify the Employer in writing of the amount of regular membership dues; initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefitting only its members, but in no event shall such fee exceed eighty five percent (85%) of the regular membership dues, fees and assessments.

### C. Deduction and Transmission of Fee:

After verification by the Employer that an employee must pay the representation fee, the Delran Sewerage Authority will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

The Delran Sewerage Authority shall deduct the representation fee as soon as possible after the tenth (10<sup>th</sup>) day following re-entry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals re-employed in this unit from a re-employment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of non-member status.

D. Demand and Return System:

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union.

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the Delran Sewerage Authority. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

If the employee is dissatisfied with the Union's decision, he/she may appeal to a three member board established by the Governor.

E. The CWA agrees to indemnify and hold the Authority harmless against any and all claims, suits, orders or judgments brought or issued against the Sewerage Authority with regard to deductions of representation fees pursuant to this provision. In addition, the Authority shall not be liable to the Union for any retroactive or past deduction of representation fees for any employee identified by the Authority as excluded or confidential or in good faith was mistakenly or inadvertently omitted from the deduction of the representation fee.

## ARTICLE XIX - HOLIDAYS

A. The following holidays will be observed:

New Year's Day  
Martin Luther King Jr. Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day

Veterans Day  
Columbus Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve  
Christmas Day  
Two Floating Holiday's

The Floating Holiday's will be individually scheduled by the Employee with the approval of Employer, which will not be unreasonably denied. In the event the Floating Holiday cannot be scheduled during the year of entitlement, the Employee will be compensated for eight hours at his regular rate of pay by January 15<sup>th</sup> of the following year. The addition of Martin Luther King Holiday and one of the two Floating Holidays shall be effective upon signing of this agreement and shall not be applied retroactively prior to the signing.

B. Whenever any of the above holidays falls on an employee's scheduled day off, the employee can, with the Employer's approval, select and receive an alternate day off.

C. If a holiday, as indicated above occurs while an employee is on vacation, the day shall be recorded as a holiday instead of vacation leave. Holidays do not accrue during any leave of absence. An employee must work their full scheduled work day before and their full scheduled work day after any holiday to be paid for the holiday, however, any pre-approved time for the day off before or after a holiday or if an employee brings in a doctor's note for the illness, they shall receive the paid holiday.

D. Holiday's are worked for four(4) hours and are paid at double time the employee's regular hourly rate of pay.

## ARTICLE XX - SICK LEAVE

### A. Definition:

Sick leave for purposes herein is defined to mean absence of any employee from duty because of personal illness which prevents his doing the usual duties of his position, exposure to contagious disease, or a short period of emergency attendance upon a member of his immediate family (as defined) who is critically ill and required the presence of the employee. Immediate family is defined to include Spouse, including a person living in the household in a spousal relationship, Children or Foster Children, mother, father, mother-in-law, father-in-law, grandmother or grandfather (of employee).

### B. Sick leave shall be accrued as follows:

1) Employees will receive fifteen (15) paid sick days per year. New hires shall earn one day per month of paid sick leave up to the end of the calendar year in which they were hired and shall then receive fifteen (15) paid sick days thereafter, however no sick days can be used during the probationary period of ninety (90) days when first hired. Sick days can be used in hourly increments.

2) Employees may accumulate up to one hundred (100) days of sick leave.

3) If termination occurs before the end of the year, and more sick leave has been taken than earned, the per diem rate of pay for the excess days shall be deducted from the final pay.

4) At the end of each calendar year, employees will receive a record of their sick leave.

C. Each employee shall have the option to sell back to the Sewerage Authority up to ten (10) unused sick days per year valued at their current daily rate and/or equal to 100% subject to the following:

1) The employee must have at least ten (10) sick days remaining available for use as of December 31<sup>st</sup> after the days sold back are subtracted.

2) The sell back request must be submitted in writing to the Employer between January 1<sup>st</sup> and January 15<sup>th</sup>.

3) The Authority shall make payment for sick days sold back no later than the third pay in February.

4) At the time of any separation from service an employee shall be entitled to all sick time accumulated at the current daily rate.

5) A doctor's note may be require after three (3) or more consecutive days of being absent.

## ARTICLE XXI - BEREAVEMENT LEAVE

A. All employees shall be entitled to paid bereavement leave days based on the following usage:

Up to five (5) paid bereavement leave days for the death of a parent, spouse, child sister or brother, current mother-in-law, current father-in-law, grandchild, current daughter-in-law, current son-in-law, domestic partner and any other relative living in the employee's household.

Up to three (3) paid bereavement leave days for the death of a current brother-in-law, current sister-in-law, employee grandparents or spouse's grandparents.

Up to one (1) paid bereavement leave day for Aunt or Uncle.

## ARTICLE XXII - VACATION

All full time employees of the Authority are entitled to an annual vacation with pay as follows:

<u>YEARS OF EMPLOYMENT</u>	<u>VACATION DAYS</u>
1 Year to 4 Years	13 Days
5 Years to 9 Years	16 Days
10 Years to 14 Years	18 Days
15 Years to 19 Years	20 Days
20 Years and over	24 Days

Accumulation of five (5) vacation days may be carried over to the next calendar year and must be used by the end of that calendar year or be forfeited.

No payment for unused vacation will be permitted other than upon retirement, separation of service, or extraordinary circumstances.

Vacation leave can be taken in half day increments.

If an employee is hospitalized while on vacation leave said vacation leave shall be charged to sick leave and the employee's paid vacation leave will be adjusted accordingly.

### ARTICLE XXIII - RETIREMENT AND PENSION

A. All employees who retire from the Public Employees Retirement System shall be entitled to receive a lump sum payment for all unused accumulated sick leave and all unused and/or accumulated vacation leave. This payment shall be computed at the rate of one hundred (100%) percent of the eligible employee's daily rate of pay for each day earned and accumulated of sick (see Article XX) or vacation leave with no maximum limitation.

B. The Authority will make the Municipalities annual payment on behalf of each employee in the State Pension Plan.

C. Health Care: The DSA will provide a new benefit of a cash payment reimbursement to any employee who retires from the DSA, to help defray the cost of the premium for their obtaining their own health insurance, or defraying the cost of the employee to remain at the employee expense with the current DSA Health Care Plan, with the following conditions:

(1) The employee shall have been an employee of the DSA for at least 25 (twenty-five) years and shall have been retired in accordance with the terms of PERS;

(2) The retiree no earlier than age 55 (fifty-five);

(3) The employee will receive the benefit for a maximum of 10 (ten) years;

(4) A cash payment by the DSA will be a reimbursement of a maximum amount of \$4,500.00 (forty-five hundred dollars) per year for any amount expended by the retired employee for the period set forth in #3.

(5) The only two (2) exception's to the above 4 conditions will be; (exception #1) employees Tom Ash, William Mitchell and Walter Yansick shall be grandfathered to be eligible to retire after being employed with the DSA for ten (10) years instead of 25 (twenty-five) years, and (exception #2) - will be if an employee takes early retirement for disability purposes in accordance with the terms of PERS in which case the DSA will provide this maximum \$4,500.00 (four thousand five hundred dollars) cash reimbursement for health insurance premium paid by the disabled employee for a maximum of ten (10) years after the date of the early retirement. Only those employees having at least fifteen (15) years employment and the three (3) grandfathered employees listed above who must have at least ten (10) years employment with the DSA will be eligible for this benefit after taking an early retirement for disability purposes;

(6) This reimbursement will be paid by the DSA for a like amount paid by the retired employee for health insurance only (not prescription, vision nor (Worker's Compensation disability insurance care). The retired employee must submit proof of payment (canceled check, paid invoice, or receipt from insurance company) to the DSA's treasurer who will make payment to the retired employee no later than thirty (30) days after submission of proof of payment by the retired employee.

#### ARTICLE XXV - PERSONAL DAYS

All employees shall receive (4) four paid personal days off per year during this contract.

New hires shall receive (1) one paid personal day every three (3) months of employment up to the maximum of (4) four paid personal days off per year. After twelve (12) months of employment new hires shall receive their four (4) paid personal days up front and not on an earning basis of every three (3) months.

## ARTICLE XXVI - UNION LEAVE

Union Shop Stewards and Activist's of the Representative shall be allowed reasonable time off from their normal employment duties, with pay, up to two (2) days total, to engage in Representative activity, training and union meetings, provided that such activity shall not interfere with or interrupt the normal operations of the Employer. It is understood that all Representative activity, of whatever kind or nature, shall take place only within the parameters of pre-arranged schedules, and at the locations listed therein, mutually agreed to by the Representative and the Employer.

## ARTICLE XXVII - OTHER LEAVES OF ABSENCE

### A. Jury Duty:

Should an employee be obligated to serve as a juror, he shall receive full pay from the Employer for all time spent on jury duty.

Any remuneration received by the employee from the court for such service will not be deducted from the wages received for the corresponding workdays.

### B. Military Leave:

Any employee who is a member of the National Guard or a reserve component of any United States Armed Forces will be granted a military leave of absence without pay in order to fulfill their annual training obligation. Such leave of absence will be in addition to their vacation.

When an employee, not on probation, has been called to active duty (other than annual training) or induction into the military or naval forces of the United States, he will automatically be granted an indefinite leave of absence without pay for the duration of such active military service.

## ARTICLE XXVIII - CONTINUING EDUCATION

A. The Employer shall pay in advance one hundred percent (100%) for the basic and advance waste water courses, including books for employees who are being enrolled in the course. If the employee fails to obtain the certification of completion he shall reimburse the employer over a twelve (12) month period for the cost of the course that the Employer paid on his behalf. The amount due the Employer will be taken directly from the employees paycheck. Employees who take the course and have satisfactorily completed the course and decide to leave the employment of the Delran Sewerage Authority within twelve (12) months of taking the course must reimburse the employer for the cost of the course that the employer paid, including books. The amount due the employer will be taken from the employee's final pay as well as any paid time the employee has remaining such as sick, vacation and personal. If after all monies are deducted the amount due the employer has not been satisfied the employee must issue a check for the remaining balance due to the Employer prior to separating his service from the Employer.

The course work taken shall be at an accredited institution if all of the following conditions are met:

- 1) the course work is related to the improvement of the employee's job skills;
- 2) the course work is previously approved by the Authority; and
- 3) the employee receives a passing grade or above.

B. In order to be entitled to any additional pay set forth below for obtaining any licensing, the employee must first submit a written request to the Authority before enrolling in any licensing program. If the Authority, in its sole discretion, determines that such licensing is necessary for its operations, the Authority will authorize the employee in writing to seek such licensing and will be responsible to the employee for the pay increases set forth below if such licensing is obtained.

C. All employees who obtain their license subject to the terms of this Agreement shall be entitled to have the following:

- |         |   |
|---------|---|
| Level 1 | 50 cents per hour added to their existing hourly rate |
| Level 2 | 65 cents per hour added to their existing hourly rate |
| Level 3 | 75 cents per hour added to their existing hourly rate |

Any employee who has already enrolled in a licensing program in 2009 and will be receiving their license during the term of this Agreement, shall be compensated pursuant to the provisions of this Article regarding tuition and additional pay listed in Level's 1, 2, or 3 and shall receive payment from the Employer for the course and books retroactively as long as he is enrolled for the course or is about to sit for the exam.

License incentives are not retroactive to licenses obtained before 2009 and that the license incentive shall not apply to any license that the employee held at one time.

## ARTICLE XXIX - UNIFORMS

A. Each employee will be provided with uniforms and other necessary gear as follows:

- (1) pair of winter coveralls or bibs
- (11) shirts
- (11) pair of pants
- (1) winter coat (as needed) Carhartt
- (1) pair rubber boots
- Protective rain gear
- Rubber gloves and cloth work gloves
- (10) Tee Shirts

B. The Authority will provide laundry service for uniforms once a week.

C. The Authority will issue a purchase order/voucher to each employee once a year for safety shoes only, said safety shoes shall have a maximum purchase amount of two hundred dollars (\$200.00).

D. The employee will have the option to select one (1) additional pair of non winter coveralls or one (1) additional shirt and pants.

E. The employees shall be permitted to wear shorts. Cut off shorts, ripped or unhemmed shorts are not permitted. Shorts are to be worn only when the work assignment is of such a nature that the wearing of shorts would not be a health and safety risk as determined by the supervisor. Shorts can be worn from Memorial Day to Labor Day.

F. Wearing of the Authority's uniform is mandatory while on company time. This includes responding to calls after hours. Such uniforms shall be limited to that provided by the Authority. The Authority shall designate the source, style, material and all other features and aspects of the uniforms. Any articles provided by the Employer are to be worn only during working hours. Articles are the property of the Authority but are the sole responsibility of the employee. Articles lost or stolen shall be paid by the employee who was assigned the articles.

**ARTICLE XXX - LIABILITY INSURANCE/LIFE INSURANCE**

A. During the term of this Agreement, the Delran Sewerage Authority shall continue the existing liability insurance coverage for employees covered by this Agreement during the performance of their duties.

B. Claims Indemnification - Pursuant to N.J.S.A. 59:10-4 and Township Ordinance #1979-19, Employees covered by this Agreement shall be entitled to defense and indemnification as provided in N.J.S.A. 59:10-1 and N.J.S.A. 59:10-2.

**C. Life Insurance Coverage:**

Life Insurance coverage is provided to each Authority employee in the amount of \$50,000.00 (fifty thousand dollars).

#### ARTICLE XXXI - EQUAL TREATMENT

The Employer agrees that there will be no discrimination or favoritism practices upon or shown employees for any reasons of sex, age, nationality, race, religion, marital status, political origin, color, handicap, Association membership, Association activities, or the exercise of any concerted rights or activities. For the purposes of this Agreement, "he" or "his" shall be a generic term referring to any employee regardless of their sex. Said usage is not intended to be discriminatory or sexually based.

## ARTICLE XXXII - EFFECTIVE DATES OF AGREEMENT

Duration and Effect - This Agreement shall be effective as of the date of signing herein by all of the parties hereto, and shall remain in full force and effect through December 31, 2011. It is agreed to and understood by and between the parties hereto that, all Articles of monetary benefit are retro to January 1 of each contract year and shall assume full force and effect beginning on that date and continuing thereon to expiration of this Agreement.

Either party shall notify each other at least ninety (90) days prior expiration of this agreement for commencement of negotiations for a successor agreement. Negotiations shall be conducted in the "local" area of the Delran Sewerage Plant.

### ARTICLE XXXIII - COMPLETE AGREEMENT

The Employer and the Representative acknowledge this to be their complete Agreement and that this Agreement incorporates the entire understanding by the parties on all negotiable issues whether or not discussed.

#### ARTICLE XXXIV SEVERABILITY AND SAVINGS

In the event that any portion of this agreement shall be made inoperative by reason of Judicial or Administrative ruling, State or Federal Law, or Department of Personnel Rules and Regulations, that portion declared to be inoperative shall be renegotiated with the union and the Sewerage Authority at the time that the portion became inoperative.

SIGNATURE SHEET

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be  
executed by their Director, Chairpersons and President, respectively, attested by their  
Clerk and Secretaries, respectively, and their seals to be hereto affixed this 8<sup>th</sup> day of  
January, 2010.

Communications Workers Of America  
AFL-CIO

Adam Liebtog  
Adam Liebtog, President

Florence McNamara  
Florence McNamara  
Staff Representative

Michael Johnston  
Michael Johnston, Shop Steward  
Negotiation Committee Member

Michael Bohn  
Michael Bohn, Shop Steward  
Negotiation Committee Member

Jesse Eastburn  
Jesse Eastburn  
Negotiation Committee Member

Don Rice  
Don Rice, National Representative

Delran Sewerage Authority

Harry Fox  
Harry Fox, Chairman

Gregory Carlson  
Gregory Carlson, Vice Chairman

Jeffrey A. Williams  
Jeffrey A. Williams  
Executive Director/Superintendent